

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:

**Replacement and Maintenance of Window Shades
at Newton Public Schools**

INVITATION FOR BID #11-79

Bid Opening Date: May 5, 2011 at 11:30 a.m.

APRIL 2011

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #11-79

The City of Newton invites sealed bids from Contractors for

REPLACEMENT AND MAINTENANCE OF WINDOW SHADES AT NEWTON PUBLIC SCHOOLS

Bids will be received until: **11:30 a.m., May 5, 2011**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.ci.newton.ma.us/bids or pick up at the Purchasing Department after **10:00 a.m. on April 21, 2011**. There will be no charge for contract documents.

Bid Surety is **not** required with this bid.

Award will be made to the lowest, responsive and responsible bidder for the **combined grand total for the replacement and maintenance of window shades**. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.

The term of the contract shall **extend for three (3) years from the day of contract execution through May 31, 2014**. The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

All bids must be submitted in the manner and form prescribed by the Invitation for Bid which controls award of the contract. The continuation of this contract shall be subject to the vendor meeting the minimum requirements of the scope of service with no change in the contract price, terms and conditions and to the appropriation and /or continuation of funding.

All prices shall be FOB inside delivery, satisfactory installation, clean-up and removal of all debris.

All bids are subject to the provisions of M.G.L. Chapter 30B.

All bids shall be submitted as one (1) ORIGINAL and two (2) COPIES.

All City of Newton bids are available on the City's web site, www.ci.newton.ma.us/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1220 or e-mail purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Rositha Durham
Chief Procurement Officer

April 21, 2011

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
- 1.2 The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, **April 29, 2011** at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #11-79**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- 4.7 Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.8 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.9 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.10 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

ARTICLE 5 – ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amounts from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 – TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.
- 8.3 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #11-79

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

REPLACEMENT AND MAINTENANCE OF WINDOW SHADES AT NEWTON PUBLIC SCHOOLS

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The total contract price is per attached ITEM SHEET (page 18).

Replacement and Maintenance of Window Shades

SHADE REPLACEMENT: GRAND TOTAL \$ _____

COMPANY NAME _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Item Sheets, 2 pages
- ☐ Attachment A, Item Exception Sheet (Optional), 1 page

- E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

/ _____
(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this ____ day of __ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials, equipment, supervision, and travel to perform all work required in strict accordance with the Contract Documents for the following project:

REPLACEMENT AND MAINTENANCE OF WINDOW SHADES AT NEWTON PUBLIC SCHOOLS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation for **Bid #11-79** issued by the Purchasing Department; The Project Manual for NPS – Replacement and Maintenance of Window Shades (as needed) at Newton Public Schools including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, Wage Rate Requirements, Wage Rate Schedule(s);
- c. Addenda Number(s) _____;
- d. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- e. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- f. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the contract shall **extend for three (3) years from the day of contract execution through May 31, 2014.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval

by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may terminate the whole or any part of this Contract or any Shipping or Purchase Order issued pursuant thereto in any one of the following circumstances:
- a. **FOR CAUSE.** If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b. **FOR CONVENIENCE.** The City may terminate this Contract at any time for its convenience and without penalty by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Contract is terminated for the convenience of the City, the Contractor shall be entitled to payment for any satisfactory work completed through the date of termination.
- c. **FOR NON-APPROPRIATION.** In the event that this Contract extends beyond the fiscal year in which it is first entered into, and notwithstanding any provision to the contrary, the City shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Contractor in any subsequent fiscal year. Written notice of cancellation for non-appropriation shall be given not less than five (5) days prior to the effective date of cancellation and the Contractor shall be entitled to payment for any satisfactory work completed through the date of cancellation.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number

98550490-5430

I further certify that the Mayor, or his designee,
is authorized to execute contracts and
approve change orders

By _____

Comptroller of Accounts

Date _____

By _____

Chief Procurement Officer

Date _____

By _____

School Committee

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigns' knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefore.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being

contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
16. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracted in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

18. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE
CANCELLATION OF YOUR CONTRACT.**

NEWTON PUBLIC SCHOOLS

Specifications for the Replacement and Maintenance of Window Shades at Newton Public Schools

Scope

Replacement and maintenance of window shades at all Newton Public School Buildings

Newton Public Schools intends to enter into a contract for the replacement and maintenance of window shades (as needed) at all Newton Public School buildings. This bid will be awarded to the lowest responsive and responsible bidder for all items based on the combined grand total. Quantities are estimates only for the duration of the contract. A contract will be awarded for a three (3) year period; from the execution of this contract through May 31, 2014. All bids must be submitted in the manner and form prescribed by the Invitation for Bid which controls award of the contract. The continuation of this contract shall be subject to the vendor meeting the minimum requirements of the scope of service with no change in the contract price, terms and conditions and to the appropriation and /or continuation of funding.

All equipment and components must be brand new in the manufacturer's original packaging. Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate on an Exceptions List (see attached) by providing a full description of the proposed substitute in the form of data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Equipment must be guaranteed for a minimum of twelve (12) months upon the receipt and assembly.

Price shall include inside delivery to each Newton Public School. Price should also include unpacking, assembly in place, set-up, installation, testing, making the necessary adjustments and to include a complete user's manual (if applicable) for the equipment and components. In addition, operating instructions for training (if necessary) must be included and arranged in advance for maximum participation. Awarded bidder is required to complete assembly within 10 days of delivery at each school location.

Deliveries shall be made by the awarded vendor, between the hours of 8:00 a.m. and 2:00 p.m. Eastern Standard Time, Monday through Friday. Seventy-two (72) hours notice of delivery is required by contacting the NPS Operations Department via telephone at 617-559-9000.

Newton Public Schools shall not be responsible for deliveries that cannot be made because telephone notice was not received in time. All deliveries shall be made to the inside of the buildings and contractors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.

All prices shall be FOB inside delivery.

1. Scope and General Conditions
 - 1.1. Newton Public Schools is accepting bids to furnish all labor and materials as required for providing replacement and/or maintenance for window shades in accordance with these specifications. The City of Newton will award a three (3) year contract to the lowest responsive and responsible bidder based on the combined grand total for all shade types and sizes listed. All prices shall remain fixed for the entire length of the contract with no change in the contract price, terms and conditions and to the appropriation and /or continuation of funding. The winning vendor is required to inspect each work project and provide written quotations for review and approval of the recommended work.
 - 1.2. The contractor is responsible for all shades being the proper type, size and installed satisfactorily. All materials and workmanship shall be of first quality, new and satisfactory to the School Department, who shall have the right to reject any part of the work.
 - 1.3. ***Bid prices shall include the removal of old shades/blinds and hardware and the supply, delivery and installation of new shades and hardware.***
 - 1.4. The successful bidder must have a minimum of five years of comparable experience in the supply, delivery and installation of institutional window shades and can provide service within 7 working days notice.
 - 1.5. The Contractor shall be available, at no cost to the City, for consultation services including inspecting work sites and preparing quotations based on the bid prices.

- 1.6. The Contractor shall check with the Operations Department or the Senior Custodian of the school before starting work. The Contractor shall have the Senior Custodian sign a receipt showing the work completed and a copy shall be given to the Senior Custodian.
 - 1.7. The Contractor is responsible for the clean-up and removal of all debris from the premises.
 - 1.8. The Contractor shall replace, repair or make good, without cost to the City, any defects or faults for one (1) year for labor and parts.
 - 1.9. Invoices must be submitted in duplicate to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460. Invoices must reflect bid prices as submitted.
2. Window Shades
- 2.1. Each window is to be equipped with one shade placed at the top of the window opening using single, heavy duty stamped steel brackets.
 - 2.2. Shades shall be made in a thoroughly workman like manner, cut perfectly square and true and mounted on solid wood (made in the USA) rollers in the same manner using suitable fasteners. All materials used in the manufacture of the shades shall be new, commercially perfect and first quality.
 - 2.3. The window shade fabric shall be fully opaque 4-ply fiberglass of a weight prorated at no less than 12 ounces per square yard such as Sun Block series SB9000 (Spring-Loaded Roller Shade) by Draper and Sheerweave Series 4000 (Clutch System) by Phifer or approved equal. The standard color selection chart will be used. The shades shall be thoroughly coated with a vinyl finish to allow them to hang straight. There shall be no appreciable color change after 200 hours in fade-o-meter Shades or blinds shall not crack or pinhole. They must be tear proof and flameproof in accordance with Federal Specifications No. CCC-C-521-D.
 - 2.4. The finish length of each single hung shade after being heat sealed shall be 18" inches longer than the portion of the sash covered by the shade. The finished shade shall be of width to cover the roller adequately, but in no event shall be more than 1/4" inch of the barrel be exposed at each end of the roller.
 - 2.5. All shades are to be mounted on Domestic Grade (made in the USA) Solid Wood Spring Roller or a Rollease (1-1/4" heavy duty clutch system) metal tube. For shades up to 55-1/4" w x 9' h, a roller of no less than 1-1/4" in diameter will be used. For shades greater than the noted size a metal spring roller of no less than 1-1/4" will be used. For shades over 108" wide will require a 1-1/2" metal spring roller. Roller size shall be based on the roller quality and roller mounting schedule shall meet the applicable requirements of Federal Specification #D.D.D. S0251C, but in no case shall a shade be used with less than 1-1/4" diameter roller.
 - 2.6. Hems shall be of proper width for the slat and are to be double turned and heat sealed for the entire length of hem with a 2/8" sealing space. It should be of the proper size to retain the wood slat required for that size hem.
 - 2.7. Bottoms Slat shall be seasoned straight-grained Pine. The width shall be a minimum of 1-1/4 inches and 2" slats shall be used for shades wider than 60".
 - 2.8. Each shade shall be equipped with stainless steel eyelets unless it is a clutch system.
 - 2.9. Cords shall be first quality no. 4-1/2 glassed window shade with the color to harmonize with the shade cloth selected. The length of the cord shall be adequate for proper operation of the shades or blinds in all positions. In the case of the Clutch systems, the control cord would be a #10 metal/zinc bead chain, continuous loop operated mechanism.
 - 2.10. The Contractor shall use only heavy-duty stamped metal brackets: Outside #708, Inside #763, Ceiling #18E. All brackets on either alternative shall be safely fastened to the window frame (face of casing whenever possible) with at least two threaded screws of adequate length for each bracket. Screws shall be no less than #8, and no less than 3/4" in length
 - 2.11. Replacement shades must be installed to match other existing shades in the same space (i.e., color, location of hardware, type of hardware and roller system). In cases where Rollease clutch systems are used, replacement shades must match the existing system in diameter, chain type, and manufacturer.

NEWTON PUBLIC SCHOOL **ITEM SHEET**

COMPANY NAME: _____

PRICES TO INCLUDE DELIVERY, HARDWARE AND INSTALLATION. THE SAMPLE OF SHADE LENGTHS LISTED BELOW INCLUDE OVERHANG (SPEC. 2.4).

REPLACEMENT & MAINTENANCE OF WINDOW SHADES: ALL QUANTITIES ARE ESTIMATES FOR THE DURATION OF THREE (3) YEAR CONTRACT. IF BIDDING ON APPROVED EQUALS THE SPECIFICATIONS MUST BE LISTED ON EXCEPTIONS FORM PROVIDED BELOW.

WINDOW SHADES REPLACEMENT	SPRING ROLLER SHADES			CLUTCH SYSTEM SHADES		
SHADES UP TO 36 INCHES WIDE:	UNIT COST	EST. QTY	TOTAL	UNIT COST	EST. QTY	TOTAL
A. x 5 feet long	\$ _____	75	\$ _____	\$ _____	50	\$ _____
B. x 7 feet long	\$ _____	100	\$ _____	\$ _____	50	\$ _____
C. x 9 feet long	\$ _____	15	\$ _____	\$ _____	10	\$ _____
D. x 11 feet long	\$ _____	15	\$ _____	\$ _____	10	\$ _____
SHADES 37 TO 45 INCHES WIDE:						
A. x 5 feet long	\$ _____	75	\$ _____	\$ _____	50	\$ _____
B. x 7 feet long	\$ _____	100	\$ _____	\$ _____	50	\$ _____
C. x 9 feet long	\$ _____	15	\$ _____	\$ _____	10	\$ _____
D. x 11 feet long	\$ _____	15	\$ _____	\$ _____	10	\$ _____
SHADES 46 TO 54 INCHES WIDE:						
A. x 5 feet long	\$ _____	100	\$ _____	\$ _____	25	\$ _____
B. x 7 feet long	\$ _____	100	\$ _____	\$ _____	25	\$ _____
C. x 9 feet long	\$ _____	10	\$ _____	\$ _____	10	\$ _____
D. x 11 feet long	\$ _____	10	\$ _____	\$ _____	10	\$ _____
SHADES 55 TO 72 INCHES WIDE:						
A. x 5 feet long	\$ _____	50	\$ _____	\$ _____	25	\$ _____
B. x 7 feet long	\$ _____	50	\$ _____	\$ _____	25	\$ _____
C. x 9 feet long	\$ _____	10	\$ _____	\$ _____	10	\$ _____
D. x 11 feet long	\$ _____	10	\$ _____	\$ _____	10	\$ _____
COMBINED GRAND TOTAL FOR SHADES:	\$ _____		\$ _____	\$ _____		\$ _____

The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words “no substitutions”, **shall indicate so on the Bid form and Exception form (Attachment A)** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

IMPORTANT: Bid awards will be made as indicated by the lowest, responsive and responsible bidder for **the combined Grand Total.** Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.

Name: _____ Title: _____ E-mail _____

Company: _____ Telephone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

ITEM EXCEPTION SHEET

[illegible]This image shows a single page of white paper with horizontal blue lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings on the page.

END OF SECTION